Itasca™ Software End User License Agreement
Last Updated: October 1, 2023

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By using the Software, You signify that (a) You have read this EULA (b) You accept and agree to be bound and abide by this EULA, and (c) this EULA has the same force and effect as a signed agreement. If You do not agree to this EULA, You must not access or use the Software.

As described below, using the Software also operates as Your consent to the transmission of certain computer information for license acquisition and some optional utility functions within the Software. If You are accepting this EULA on behalf of Your employer or a corporate entity, You affirm that You have the authority to accept this EULA on such party or entity's behalf. You affirm that You are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, representations, warranties, and indemnification set forth in this EULA, and to abide by and comply with this EULA.

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Itasca hereby grants to the Licensee a non-assignable and non-exclusive right to use the Software in accordance with the terms and conditions set out in this EULA solely for the Licensee's own internal business operations. The license is effective upon installation by the Licensee and remains in force until termination by either party.

The Software can be licensed as (i) a perpetual license or (ii) a subscription license valid for a specified period of time.

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3. License Types

All Itasca software is secured unless operated in Demonstration Mode or provided as freeware, as follows:

- A Standard Single License is secured via a hardware lock and allows up to two instances of the software to cycle or modify models on a single computer.
- A Network License is secured via a hardware lock, attached to a server, and allows one instance of the software, per seat, to be used on any computer connected to the network. The number of seats available is controlled by the hardware lock.
- A Web License is secured via a web-based license management system and requires an internet connection. Web Licenses for *FLAC2D* 9, *MassFlow* 9, *3DEC* 7, *FLAC3D* 7, and *PFC* 7 (or newer) allow up to two instances of the software to cycle or modify models, per seat, on a single computer. Web licenses for *FLAC* 8.1 and *Griddle* 2 only permit one instance of the software to cycle or modify models, per seat, on a single computer. Multiple seats may be purchased and added to a Web License and used by registered end-users on a first-come basis.

4. Restrictions on Use of Software

In Your use of the Software, You will not:

- Use the Software for any purpose other than for using the features we intentionally make available to You.
- Copy or download any part of the Software, other than for Your personal use, without the prior written authorization of Itasca.
- Re-sell or re-distribute any part of the Software in any form or medium without the prior written authorization of Itasca.
- Alter, modify or make derivative works from any part of the Software without the prior written authorization of Itasca.
- Create another account without our permission, if we have disabled Your account.
- Let anyone else access Your account (excluding internal authorized sharing of credentials for a business account), or do anything else that might jeopardize the security of Your account.
- Sell, sublicense, rent, lease, assign, or transfer Your account or login information to anyone.

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Itasca will use its best endeavors to ensure ongoing development of the Software, including corrections of errors.

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If you own a license to previous versions of the Software, you may continue to use those versions provided that (a) it is necessary to use the previous version to read or otherwise use outputs from that version of the program, (b) You do not transfer the previous version to another party, and (c) You acknowledge that any obligation that Itasca has to support the previous version of the program ends 12 months after release of the current version.

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for link to FastSpring Buyer Portal).

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data provided to Itasca is true in all respects, up-to-date and not misleading in any way.

b) You will keep the information referred to in paragraph (a) up to date.

c) You will not access the Software under false identity or pretext and will not use it to falsify your or
any other person's identity (however, this will not prevent you from using a nickname by which
you are known provided the name is used lawfully and in good faith).

d) You will use the Software lawfully and in good faith.

e) You will keep your log-in details and password secure and will not share such information with
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If You violate this EULA, we may seek injunctive relief or other equitable relief.

16. Subpoena Fees

If Itasca has to provide information in response to a subpoena related to Your use of the Software, then we may charge You for our costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

17. Assignment

This EULA, and any rights and licenses granted hereunder, may be transferred or assigned by You only with Itasca's prior written consent, but may be assigned by Itasca without restriction and without notice to You.

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For Perpetual Licenses, technical support and bug fixes are provided for the current major release version (e.g., 9.0) as well as for the major version immediately preceding the current major version for 12 months after release of the current major version.

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Software support includes providing email and telephone support, at no charge, to assist You in the installation of the Software onto Your computer system. Additionally, general assistance may be provided to help You understand the capabilities of the various features of the Software. However, no-cost   assistance *is not* provided for help in applying Itasca software to specific user-defined problems.

Technical support covering modeling questions, applications, definitions, interpretation of results, design guidelines, etc., can be purchased on an as-needed basis. For users who envisage the need for substantial amounts of assistance, consulting support is available. In all instances, the user is encouraged to send the problem description to Itasca by electronic mail in order to minimize the amount of time spent trying to define the problem.

Itasca (or its authorized Reseller) reserves the right to determine what qualifies as no-cost assistance and what requires payment.

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    - o Technical Support Dialog. You can use this optional utility to request technical support. The form requires the following data: user first and last name, email address, phone number, company name, computer operating system name and version, Itasca software name and version, program license number, the time and date of the request, and Your problem statement. This data is transmitted as an email to the Itasca office/reseller responsible for providing technical support.
    - o Web Licenses. Itasca software secured with a web license requires license validation comprised of a database query to the Itasca web licensing system. The query transmits the current computer name, current computer user name, the user account for the web license, the computer IP address, the time and date of the query, and the name and full version of the Itasca code.

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Our Privacy Policy describes the information Itasca collects when You and others use the Software. It also describes how Itasca uses any personal information You share with it. The Privacy Policy is part of this EULA. By agreeing to this EULA, You are also consenting to our use of Your personal information in accordance with our Privacy Policy. Please click here [https://www.itascacg.com/about/legal/privacy-policy] to review our Privacy Policy.

26. General

This EULA constitutes the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of this EULA is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this EULA, so that this EULA shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter this EULA by a representation other than those expressly set out in this EULA. Itasca and You do not intend to confer, and this EULA will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than Itasca, You, and each party's successors and assigns. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this EULA. No modification, alteration or waiver of any of the provisions of this EULA will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of this EULA shall be deemed a further or continuing waiver of such term or any other term, and Itasca's failure to assert any right or provision under this EULA shall not constitute a waiver of such right or provision. You agree that the web-based Software shall be deemed solely based in Minnesota, United States of America and the web-based Software shall be deemed a passive service that does not give rise to personal jurisdiction over Itasca in jurisdictions other than Minnesota. This EULA is governed by United States and Minnesota law, without regard to conflict of law provisions, and the parties submit to the exclusive jurisdiction of the courts of Hennepin County, Minnesota in relation to any dispute between them arising out of the subject matter of this EULA. YOU

FURTHER AGREE TO INDEMNIFY THE ITASCA PARTIES FOR ALL REASONABLE
ATTORNEYS' FEES IN RESPONDING TO AND DEFENDING ANY LEGAL ACTION BROUGHT BY YOU IN
CONTRAVENTION OF THIS FORUM CLAUSE. In the case of a dispute, we strongly encourage You to first
contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute
through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to
litigation.